

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 12/6/2012

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with Johnson & Associates Consulting Engineers, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Johnson & Associates Consulting Engineers, L.L.C. for Engineering Services for Categorical Exclusions Document for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, Project No. 65-13-RD03

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering services contract to perform environmental study for the Old Highway 20 Improvements from Segers Road to County Line Road. Engineering services in a lump sum total contract amount of \$45,576.00. Account No. 23-6500-0813-8154

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:  Date: \_\_\_\_\_

Revised 3/12/2012

cm

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **12/6/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Categorical Exclusion**

Document Name: **Old Hwy 20 Widening, Project No. 65-13-RD03**

City Obligation Amount: **\$45,576.00**

Total Project Budget: **\$45,576.00**

Uncommitted Account Balance: **0**

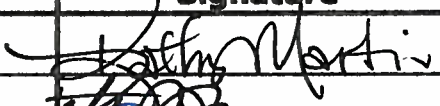


Account Number: **23-6500-0813-8154**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		11-28-12
2) Legal		11-29-12
3) Finance		11/30/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 12-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Johnson & Associates Consulting Engineers, L.L.C. in the amount of FORTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$45,576.00) for Engineering Services for Categorical Exclusions Document for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, Project No. 65-13-RD03 in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C. for Engineering Services for Categorical Exclusions Document for Old Highway 20 Widening Improvements from Segers Road to County Line Road, Project No. 65-13-RD03" consisting of a total of eighteen (18) pages plus fifty (50) additional pages consisting of Attachments 1-15, and the date of December 6, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 6th day of December, 2012.

President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 6th day of December, 2012.

Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.**  
**FOR**  
**ENGINEERING SERVICES**  
**FOR**  
**CATEGORICAL EXCLUSIONS DOCUMENT FOR OLD HIGHWAY**  
**20 WIDENING IMPROVEMENTS PROJECT FROM SEGERS ROAD**  
**TO COUNTY LINE ROAD**

**Project No. 65-13-RD03**  
**December 6, 2012**

**President of the City Council of the City of**  
**Huntsville, AL**  
**Date: December 6, 2012**

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.  
FOR  
ENGINEERING SERVICES  
FOR  
CATEGORICAL EXCLUSIONS DOCUMENT FOR OLD HIGHWAY  
20 WIDENING IMPROVEMENTS PROJECT FROM SEGERS ROAD  
TO COUNTY LINE ROAD**

**Project No. 65-13-RD03**

THIS AGREEMENT made as of the 6th day of December in the year 2012, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional Engineering Services for Categorical Exclusions Document for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.



## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER professional Engineering Services for Categorical Exclusions Document for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Environmental and/or Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** The ENGINEER shall prepare appropriate alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT limitations.
- 2.4** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.5** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.6** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.7** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.3** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein

## **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES**

**OMITTED**

## **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor



and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of December 7, 2012. The final completion date for the completion of design services as outlined in Article 2 shall be March 7, 2013.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$45,576.00) for design services described in Article 2.. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

### **PAYMENT SUMMARY**

Engineering Design Services – LUMP SUM AMOUNT OF \$45,576.00

**TOTAL CONTRACT AMOUNT:** **\$45,576.00**

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to The Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report known as Attachment 6. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

#### **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

#### **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

#### **8.4 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

#### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the no sub-consultants will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

#### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense,, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

#### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

#### **9.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

## **9.6 CHANGES**

- 9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.
- 9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## **9.7 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## **9.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

## **9.9 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive

bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.10 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

#### **10.2 MINIMUM SCOPE OF INSURANCE:**

##### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERS Protective Insurance.

##### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

##### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years

after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute



**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease

\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

## **10.8 HOLD HARMLESS AGREEMENT:**

### **A. Other Than Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

### **B. Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

## **11.2 INTENT AND INTERPRETATION**

- 11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.
- 11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.
- 11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.
- 11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".
- 11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.
- 11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

## **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

## **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

## **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

#### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

#### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.12 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

#### 11.13 ALABAMA IMMIGRATION ACT

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804, or via email to [Mary.Hollingsworth@huntsvilleal.gov](mailto:Mary.Hollingsworth@huntsvilleal.gov). The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

#### 11.14 E-VERIFY – NOTICE

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. § 1324a, Johnson & Associates Consulting Engineers, L.L.C. hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Johnson & Associates Consulting Engineers, L.L.C. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

Johnson & Associates Consulting Engineers, L.L.C.  
(Company)

BY:   
(Authorized Representative)



**11.15 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**ENGINEER:**  
**JOHNSON & ASSOCIATES**  
**CONSULTING ENGINEERS, L.L.C.**

BY: \_\_\_\_\_  
Nathan Johnson

TITLE: \_\_\_\_\_  
Managing Member

ATTEST: \_\_\_\_\_

Given under my hand this 28<sup>th</sup> day

Of November, 2012.

Mary Jo Hollingsworth  
Notary Public

My commission expires 3/28/2015

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**(Refer to Letter dated November 19, 2012, from Nathan Johnson to Shane Davis and attachments).**



November 19, 2012

Mr. Shane Davis, PE  
Director of Urban Development  
City of Huntsville  
P. O. Box 308  
Huntsville, AL 35804-0308

RE: Categorical Exclusion Document with respect to the Old Hwy. 20 Widening Improvements Project from Segers Road to County Line Road (approximately 1.9 miles), Limestone County, Huntsville, Alabama

#### Attachment 1

Dear Mr. Davis:

Johnson & Associates Consulting Engineers, LLC (hereinafter referred to as CONSULTANT) is pleased to offer our civil engineering and environmental services to the City of Huntsville, Alabama (hereinafter referred to as CITY) with respect to the above-referenced project.

All work outlined in the attached Categorical Exclusion Procedures & Checklist, along with the attached Excel spreadsheet, will be performed on a **lump sum fee of \$45,576** and billed on a monthly basis as the work is performed. Included in the lump sum fee are three subconsultant services (1. AST for threatened and endangered species investigation, wetland delineation and USACE permit applications for Wither Spring Branch and 2 other blueline streams where we are extending box culverts. 2. TerraXplorations for cultural resource study, archaeological studies and historic architectural investigations, 3. OMI for Air/Noise Testing & Analysis of sites within the Corridor limits. If additional hazmat testing or monitoring is required, then a supplemental will be required.) Subconsultant agreements are attached to this proposal.

#### EXCLUSIONS

**The Scope of Services does not include the work associated with the following items:**

- Geotechnical Hazards/Hazardous Materials Testing and/or Remediation Plan
- Wetland Mitigation Plan and/or Wetland Bank negotiations
- Any environmental or cultural resources remediation and/or mitigation plan
- Environmental Impact Statement or Environmental Assessment/FONSI
- Traffic Studies/Modeling for Intersections

We have attached the City's Excel Spreadsheet outlining the various tasks to be performed with this contract and the subsequent fees for each task. The Engineer shall prepare all plans, specifications, reports, etc. in accordance with ALDOT and the FHWA requirements as much as possible. Thank you for this opportunity to provide services for the City of Huntsville.

Sincerely,  
Johnson & Associates Consulting Engineers, LLC

  
Nathan G. Johnson, PE, LS  
Managing Member

December 3, 2009

## PROCEDURES FOR CE & EA CHECKLISTS

Preliminary Comment: Do not check "Potentially Beneficial Impact" for anything without having supporting data.

### I. LAND USE

#### A. Compatibility w/Comprehensive Plans & Zoning Regs:

- Check "Yes." comment should reference ALDOT's State Transportation Improvement Plan (STIP or TIP).

**Example:** The project is included in ALDOT's STIP, approved "date."

#### B. ROW Required:

- If "Yes" – comment should indicate the number of additional ROW acres to be acquired, describe the impacts, and reference graphic(s). A good quality graphic that shows the existing ROW limits, the proposed ROW limits, and highlights the difference is invaluable.
- If "No" – no comment is needed.

#### C. Visual Impact: Gage the range of the visual impact.

Generally, for checklist projects, either "No impact anticipated" or "Potentially minor adverse impact" should be checked, depending on the type of project.

- Do not check "Not applicable to this project" unless there are no possible visual impacts associated with the project.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

#### D. Prime and Unique Farmlands:

- Generally check "No impact anticipated," if the Farmland Conversion Impact Rating form is used. Comment should reference the form.
- Check "Not applicable to this project" only if the project area is not covered by the Farmland Protection Policy Act. The comment should explain why the area is not covered using the language from the Act.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

## II. SOCIOECONOMIC IMPACTS

### A. Community Cohesion:

- Generally, check "No impact anticipated," if the project does not change access between neighbors or other parts of the community.
- Check "Not applicable to this project" only if the project includes no changes in the road function.
- Do not check "Potentially minor adverse impact" without supporting information.

\*Please keep in mind that this could also be a temporary impact associated with construction.

**B. Community Facilities:** This may be a temporary impact associated with construction.

- Generally, check “No impact anticipated,” if the project changes access to community services.
- Check “Not applicable to this project” only if the project includes no changes in the road function.
- Do not check “Potentially minor adverse impact” without supporting information.

**C. Displacements:**

- If “Yes” – comment should reference the appended ROW forms and supporting information.
- If “No” – no comment is needed.

**C.1). Residential:** List number of owner residents, tenant residences, unoccupied residences.

- Check “Not applicable to this project,” if no residential properties are impacted.
- Check “No impact anticipated,” only if residential ROW is acquired but no property improvements. Comment should indicate how many residential properties are impacted.
- Check “Potentially minor adverse impact” if residences or property improvements are impacted. Comment should indicate how many residents are displaced and how many additional residential properties are impacted.

**Example:** Three (3) owner residences and two (2) tenant residences will be displaced. Four (4) other residential properties will be impacted.

**C.2). Business:** List number of occupied businesses, vacant businesses, and businesses that are anticipated to close due to loss of property improvements.

- Check “Not applicable to this project,” if no business properties are impacted.
- Check “No impact anticipated,” if only business ROW is acquired, but no property improvements. Comment should indicate how many business properties are impacted.
- Check “Potentially minor adverse impact,” if business or property improvements are impacted. Comment should indicate the number of businesses to be displaced, and how many additional business properties are impacted.

**D. Environmental Justice/Title VI:**

- Generally, check “No impact anticipated,” if no displacements will impact an environmental justice (EJ)/Title VI population. The comment should explain why EJ/Title VI does not apply OR reference an EJ/Title VI evaluation describing why EJ/Title VI does not apply.
- Check “Not applicable to this project,” only if no EJ/Title VI population occupies the project area. Comment should support this.
- If EJ/Title VI is an issue, please coordinate with FHWA as soon as possible.

**Example:** See attached EJ/Title VI analysis.

**E. Pedestrian/Bicycle Facilities:**

- If “Yes” – comment should indicate what facilities are included in this project.
- If “No” – comment should reference information on why no facilities are included in this project. See FHWA Alabama Division guidance letters.

**Example:** Sidewalks wide enough to accommodate bicycles will be included along both sides of the facility.

### **III. ECOLOGICAL IMPACTS**

**A. Endangered Species:**

- Check “Not applicable to this project,” if no endangered species are identified in the vicinity. Comment should reference the USFWS concurrence letter and date.
- Check “No impact anticipated,” if suitable habitat was found in the area, but no individual of any federally-listed endangered or threatened species was identified. Comment should reference the USFWS concurrence letter and date.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**B. Vegetation/ Wildlife Habitat:**

- Generally, check “Potentially minor adverse impact,” if the project will impact any vegetative or wildlife habitat.
- Check “No impact anticipated,” if no impacts to vegetation or wildlife habitat is anticipated.
- Check “Not applicable to this project,” if the project is in a completely urbanized area where no habitat is present and comment indicating this is the case.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

### **IV. NATURAL FEATURES/RESOURCE IMPACTS**

**A. Water Quality:**

- Generally check “Potentially minor adverse impact” Comment should indicate that ALDOT’s standard BMPs will be implemented for erosion control or siltation.
- Check “Mitigation required; see documentation,” if special erosion control measures are required beyond ALDOT’s standard BMPs. Comment should reference the source of the special BMPs required, and include an Environmental Commitment Section that describes these measures.
- Any other response requires supporting data.

**B. Wetland Impact:**

- If “Yes” – comment should indicate the number of wetland acres to be impacted and the type of wetlands. The Wetlands Finding should be referenced.



- If “No” – no comment is needed.

**Example:** Approximately .6 acres of forested wetlands will be impacted. See the attached Wetlands Finding.

**C. Stream Impact: “Yes” or “No”.**

- If “Yes” – comment should indicate the linear feet of streambed impact and type of stream.
- If “No” – no comment is needed.

**Example:** Approximately 60 linear feet from 2 perennial streams will be impacted.

**D. Floodplains:**

- Generally, check “No Impact Anticipated” if no structures are needed or check “Potentially minor adverse impacts” if drainage structures are needed. Comment for minor impacts should indicate that “This project has been examined for flood plain encroachment per 23 CFR 650.111. Installation of any drainage structures will be in accordance with the ALDOT Hydraulic Manual, therefore, only minimal risks of flooding impacts are anticipated.”
- “Not applicable to this project” only applies if no floodplains are present. Since every ditch has a floodplain this would be a very unusual situation.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**E. Wild & Scenic Rivers:**

- Generally check “Not applicable to this project” unless the project is in the vicinity of a Wild & Scenic River. No comment is required.
- If project is in the vicinity of a Wild & Scenic River, please coordinate with FHWA as soon as possible.

**F. Coastal Zone:**

- Generally check “Not applicable to this project” unless the project is in the vicinity of the Gulf Coast. No comment is required.
- If project is in the vicinity of the Gulf Coast, please coordinate with FHWA as soon as possible.

**G. Air Quality**

**G.1). Ozone non-attainment area? “Yes” or “No”**

- If “Yes”, comment that the project is in a compliant STIP and the date approved.

**G.2). Carbon Monoxide:**

- Check “Not applicable to this project” if the project is exempt from a hot spot analysis. Comment on why the project is exempt.
- Check “No impact anticipated” if the project is not exempt from a hot spot analysis but is below the NAAQS.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**G.3). PM 2.5**

- Check “Not applicable to this project” if the project not in a PM 2.5 non-attainment area.
- Check “No impact anticipated” if the project is in a PM 2.5 non-attainment area but is exempt as not a project of air quality concern.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**H. Noise**

- Check “Not applicable to this project” if the project is exempt from a noise study. Comment on why the project is exempt.
- Check “No impact anticipated” if the project is not exempt from a noise study but no noise impacts occur.
- Check “Potentially minor adverse impact” if the project is not exempt from a noise study and noise impacts occur. Comment on the number of receptors impacted.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**Example:** 6 receptors are impacted.

**V. CULTURAL RESOURCES/IMPACTS/SECTION 4(f) FINDINGS:**

**A. Historic Properties:**

- Check “Not applicable to this project” if there are no eligible historic properties in the project area of potential effects. Comment should reference the AHC concurrence letter and date.
- Check “No impact anticipated” if there are eligible historic resources in project area of potential effects but the project will not impact the resources. Comment should reference the AHC concurrence letter and date.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**Example:** See the attached SHPO concurrence letter dated December 1, 2009.

**B. Archaeology Sites:**

- Check “Not applicable to this project” if there are no eligible archaeological sites in the project area of potential effects. Comment should reference the AHC concurrence letter and date.
- Check “No impact anticipated” if there are eligible archaeological sites in project area of potential effects but the project will not impact the resources. Comment should reference the AHC concurrence letter and date.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**Example:** See the attached SHPO concurrence letter dated December 1, 2009.

**C. Recreation Areas/Public Parks:**

- Check “Not applicable to this project” if there are no recreational areas/public parks in the project area. Comment should indicate if any non-Section 4(f) recreation areas or parks and reference an evaluation indicating how the property’s Section 4(f) status was determined.
- Check “No impact anticipated” if there are recreational areas/public parks in project area but the project will not impact the resources. Comment should reference a graphic and/or narrative that describes the resource, recreational activities present and proximity to the project. The closer the proximity to the project the more details that should be included.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**D. Wildlife/Waterfowl Refuges:**

- Check “Not applicable to this project” if there are no wildlife/waterfowl refuges in the project area. Comment should indicate if any non-Section 4(f) wildlife/waterfowl refuges and reference an evaluation indicating how the property’s Section 4(f) status was determined.
- Check “No impact anticipated” if there are wildlife/waterfowl refuges in project area but the project will not impact the resources. Comment should reference a graphic and/or narrative that describes the resource, wildlife/waterfowl refuges present and proximity to the project. The closer the proximity to the project the more details that should be included.
- If another response is anticipated, please coordinate with FHWA as soon as possible.

**VI. HAZMAT: “Yes” or “No”**

- If “Yes” – comment should reference hazmat report and indicate the number of contaminated site and estimated clean-up costs. The hazmat report should indicate the number of hazmat sites in the area, identification, contamination and remediation associated with the sites.
- If “No” – comment should reference ALDOT’s M&T clearance letter.

**VII. PERMITS:**

**A. Corps of Engineers: “Yes” or “No”**

- Check “Yes” if the project will impact any wetlands or streams. Comment should indicate if the Section 404 permit is individual or nationwide, number of the nationwide permit, and if pre-discharge notification (PDN) is required.

**Example:** Nationwide Permit 14, no PDN required.

**B. Coast Guard: “Yes” or “No”**

- Check “Yes” if the project will impact a commercially navigable water body.

**C. TVA: “Yes” or “No”**

- Check “Yes” if the project will impact either by construction across, adjacent, or within the 100-year floodplain to the Tennessee River or its tributaries.

**D. Mitigation Required: “Yes” or “No”**

- Check “Yes” if any of the permits will require mitigation. Comment should indicate how the mitigation will be accomplished.

**VIII. Public Involvement:**

**A. Exemption Requested from Early Coordination: “Yes” or “No”**

- Generally the answer should be “No” and the comment should indicate when the early coordination letter was sent and where the responses are appended.

**B. Exemption Requested from Public Involvement: “Yes” or “No”**

- Generally the answer should be “No” and the comment should indicate if a PIM was held and when or if it was only advertised and when. The comment should also reference either a copy of the advertisement or a summary of the PIM. Included with this should be a section addressing all substantive comments, including any from early coordination or other meetings regarding the project.

**C. Exemption Requested from Further Public Hearings: “Yes” or “No”.**

- If “Yes” – comment should indicate why exemption request is believed to be appropriate.

## CATEGORICAL EXCLUSION CHECKLIST

1. PROJECT NAME: \_\_\_\_\_

2. PROJECT NUMBER: \_\_\_\_\_

3. LOCATION (County or Counties): \_\_\_\_\_

4. TYPE OF PROJECT (Ref. 23 CFR 771.117 (d) :

A] . Highway Modernization [ ]

B] . Highway Safety/Traffic Operations Improvements [ ]

C] . Bridge Rehabilitation (reconstruction, replacement) [ ]

D] . Transportation Corridor Fringe Parking Facilities [ ]

E] . Other (Specify) : \_\_\_\_\_ [ ]

5. PURPOSE OF PROJECT :

6. PROJECT & AREA DESCRIPTION:

**CATEGORICAL EXCLUSION CHECKLIST****PROJECT NAME:** \_\_\_\_\_**PROJECT NUMBER:** \_\_\_\_\_**IMPACT CATEGORY CODES:**

- 0. NOT APPLICABLE TO THIS PROJECT
- 1. NO IMPACT ANTICIPATED
- 2. POTENTIALLY BENEFICIAL IMPACT
- 3. POTENTIALLY MINOR ADVERSE IMPACT
- 4. MITIGATION REQUIRED; SEE DOCUMENTATION
- 5. YES
- 6. NO

**IMPACT ASSESSMENT**

<b>IMPACT CATEGORIES</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>DOCUMENTATION REFERENCES OR ADDITIONAL COMMENTS</b>
<b>I. LAND USE</b>								
A. Compatibility w/ Comp. Plans & Zoning Regs.	///	///	///	///	///			
B. ROW Required	///	///	///	///	///			
C. Visual Impact						///	///	
D. Prime & Unique Farmlands						///	///	
<b>II. SOCIOECONOMIC IMPACTS</b>								
A. Community Cohesion						///	///	
B. Community Facilities						///	///	
C. Displacements	///	///	///	///	///	///	///	
1). Residential						///	///	
2). Business						///	///	
D. Environmental Justice/Title VI						///	///	
E. Pedestrian/Bicycle Facilities	///	///	///	///	///			



**CATEGORICAL EXCLUSION CHECKLIST****PROJECT NAME:**\_\_\_\_\_**PROJECT NUMBER:**\_\_\_\_\_**IMPACT CATEGORY CODES:**

- 0. NOT APPLICABLE TO THIS PROJECT
- 1. NO IMPACT ANTICIPATED
- 2. POTENTIALLY BENEFICIAL IMPACT
- 3. POTENTIALLY MINOR ADVERSE IMPACT
- 4. MITIGATION REQUIRED; SEE DOCUMENTATION
- 5. YES
- 6. NO

**IMPACT ASSESSMENT**

IMPACT CATEGORIES	0	1	2	3	4	5	6	DOCUMENTATION REFERENCES OR ADDITIONAL COMMENTS
<b>III. ECOLOGICAL IMPACTS</b>								
A. Endangered Species	///	///	///	///	///			
B. Vegetation/Wildlife Habitat						///	///	
<b>IV. NATURAL FEATURES/ RESOURCES IMPACTS</b>								
A. Water Quality						///	///	
B. Wetland Impacts	///	///	///	///	///			
C. Stream Impacts						///	///	
D. Floodplains (ref. 23 CFR 650)						///	///	
E. Wild & Scenic Rivers						///	///	
F. Coastal Zone						///	///	
G. Air Quality	///	///	///	///	///	///	///	
1). Ozone non-attainment area?	///	///	///	///	///			
2). Carbon Monoxide						///	///	
3). PM 2.5						///	///	
G. Noise						///	///	

**CATEGORICAL EXCLUSION CHECKLIST****PROJECT NAME:** \_\_\_\_\_**PROJECT NUMBER:** \_\_\_\_\_**IMPACT CATEGORY CODES:**

- 0. NOT APPLICABLE TO THIS PROJECT
- 1. NO IMPACT ANTICIPATED
- 2. POTENTIALLY BENEFICIAL IMPACT
- 3. POTENTIALLY MINOR ADVERSE IMPACT
- 4. MITIGATION REQUIRED; SEE DOCUMENTATION
- 5. YES
- 6. NO

**IMPACT ASSESSMENT**

IMPACT CATEGORIES	0	1	2	3	4	5	6	DOCUMENTATION REFERENCES OR ADDITIONAL COMMENTS
<b>V. CULTURAL RESOURCES IMPACTS/SECTION 4(F) FINDINGS</b>								
A. Historic Properties						///	///	
1). SHPO concurrence?	///	///	///	///	///			
B. Arch. Sites						///	///	
1). SHPO concurrence?	///	///	///	///	///			
C. Recreation Areas/ Public Parks						///	///	
D. Wildlife/Waterfowl Refuges						///	///	
<b>VI. HAZMAT</b>								
A. HazMat	///	///	///	///	///	///		

**PERMITS**

VII. PERMITS REQUIRED	Yes	No	DOCUMENTATION REFERENCES &/OR ADDITIONAL COMMENTS
A. Corps of Engineers			
B. Coast Guard			
C. TVA			
D. Mitigation Required			

**CATEGORICAL EXCLUSION CHECKLIST****PROJECT NAME:** \_\_\_\_\_**PROJECT NUMBER:** \_\_\_\_\_**PUBLIC INVOLVEMENT**

<b>VIII. PUBLIC INVOLVEMENT PHASE</b>	<b>YES</b>	<b>NO</b>	<b>ADDITIONAL COMMENTS</b>
A. Exemption Requested from Early Coordination			
B. Exemption Requested from Public Involvement			
C. Exemption Requested from Further Public Hearings			

**ENVIRONMENTAL COMMITMENTS:****FHWA CONCURRENCE**

<b>IX. CATEGORICAL EXCLUSION FINDING (Check Appropriate Response)</b>	<b>RESPONSE</b>	<b>SIGNATURE</b>	<b>DATE</b>
A. FHWA Concurs with this Categorical Exclusion			
B. FHWA Concurs with this Categorical Exclusion on the conditions stated below			

**FHWA COMMENTS (if applicable):**

11/19/2012

## City of Huntsville Engineering Division

1:08 PM

<b>Project No.</b>	
<b>Project Name</b>	Old Hwy 20 Widening - Segers to Co. Line (\$5.85M Constr. Budget)
<b>Description</b>	Road Widening Design from 2-lane to a 5-lane Rd. Section
<b>Scope of Work</b>	Checklist Categorical Exclusion for Only 1 Preferred Alignment
<b>Project Length</b>	1.9mi. main rd + 0.28mi. side rds (1175' W of Segars Rd to Co. Line Rd)
<b>C.O.H. Project Engineer</b>	
<b>Engineering Consultant</b>	Johnson & Associates Consulting Engineers, LLC

**GRAND TOTAL OF FEE PROPOSAL**

	<b>Labor Cost</b>	<b>Out-of-pocket Expenses</b>	<b>Fee</b>
<b>Corridor Study</b>	\$43,448.05	\$2,127.50	\$45,575.55
<b>Field Surveys</b>	\$0.00	\$0.00	\$0.00
<b>Preliminary Roadway Plans</b>	\$0.00	\$0.00	\$0.00
<b>Preliminary Bridge Plans</b>	\$0.00	\$0.00	\$0.00
<b>Right-of-Way Map, Tract Sketches and Deeds</b>	\$0.00	\$0.00	\$0.00
<b>Roadway Plans</b>	\$0.00	\$0.00	\$0.00
<b>Bridge Plans</b>	\$0.00	\$0.00	\$0.00
<b>Drainage Plans</b>	\$0.00	\$0.00	\$0.00
<b>Sanitary Sewer Plans</b>	\$0.00	\$0.00	\$0.00
<b>Environmental</b>	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL FEE</b>			<b>\$45,576</b>

<b>LABOR RATES</b>	<b>Effective Time Period</b>	<b>Oct 1 2012 thru Sept 30 2013</b>
<b>Classification</b>	<b>Hourly Rate</b>	<b>Assigned Personnel</b>
Project Engineer	\$122.50	Wade Shadden, Tom Cunningham
Environmental Scientist	\$145.00	Jeff Selby, Nathan Johnson, Kenny Pearce
Design Engineer	\$115.00	Wade Shadden, Stan Herring
Engineer Tech. / CADD	\$85.00	Adam Crenshaw, David McPherson
Clerical	\$50.00	Jack Bales
PLS	\$145.00	Nathan Johnson
Survey Crew	\$175.00	Bob Dozier, EG Meredith, Caleb Johnson

Signed

Date

Position/Title



11/19/2012

## City of Huntsville Engineering Division

1:08 PM

<b>Project No.</b>			
<b>Project Name</b> Old Hwy 20 Widening - Segers to Co. Line (\$5.85M Constr. Budget)			
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<b>Scope of Work</b> Checklist Categorical Exclusion for Only 1 Preferred Alignment			
<b>Project Length</b> 1.9mi. main rd + 0.28mi. side rds (1175' W of Segars Rd to Co. Line Rd)			
<b>C.O.H. Project Engineer</b>			
<b>Engineering Consultant</b> Johnson & Associates Consulting Engineers, LLC			
<b>CORRIDOR STUDY</b>		<b>Project Engineer</b>	<b>Design Engineer</b>
		<b>Engineer Tech. / CADD</b>	
<b>Task A: Preliminary Corridor Investigation</b>		<b>ESTIMATED MAN-DAYS</b>	
A-1 Obtain & Study Maps	0.25	0.50	0.50
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.25	0.50	0.50
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.75	0.75	0.75
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.50	0.75	0.75
(For A3 and B3, the study is limited to known or observable archaeological,	0.00	0.00	0.00
historical, threatened/endangered species, or hazardous/contaminated soils	0.00	0.00	0.00
conditions, and does not include any mitigation plan of said findings.)	0.00	0.00	0.00
A-5 Perform traffic capacity analysis for preferred alternate	0.50	1.00	0.50
A-4 Study limits- 150'N & 100'S of CL for Only 1 Preferred Alternate	0.00	0.00	0.00
<b>Task A Totals</b>	<b>2.25</b>	<b>3.50</b>	<b>3.00</b>
<b>Task B: Alternative Upgrading Studies</b>			
B-1 Develop & Study Preliminary Alternate Designs to Determine Feasibility	1.00	1.00	1.00
B-2 Develop Cost Estimates	0.50	0.75	0.50
B-3 Conduct Environmental Studies	0.50	1.00	0.50
B-4 Prepare Information for & Attend Public Inv. Meeting/Analyze Comments	0.50	0.75	0.75
B-5 Review Feasible Alternates	0.50	0.50	0.50
Only 1 Preferred Alternates with 1 Typical Section to be studied	0.00	0.00	0.00
B-6 Determine ROW limits and acquisition cost estimates for 1 alternate	0.50	0.75	0.75
B-7 Prel. Meetings -COH engineering, planning, traffic, utilities, RR & USACE	0.50	1.00	0.50
<b>Task B Totals</b>	<b>4.00</b>	<b>5.75</b>	<b>4.50</b>
<b>Task C: Engineering Analysis on Selected Alternative</b>			
C-1 Refine Selected Alternate & Prepare Layout Map & Profile/Study Report	0.50	1.00	1.00
C-2 Prepare Checklist CE Doc for Preferred Alternate/Make revisions	1.50	1.50	1.50
(ALDOT & FhWA approvals will be required for this Checklist CE document)	0.00	0.00	0.00
	0.00	0.00	0.00
<b>Task C Totals</b>	<b>2.00</b>	<b>2.50</b>	<b>2.50</b>
<b>TOTALS</b>		<b>8.25</b>	<b>11.75</b>
			<b>10.00</b>

11/19/2012

## City of Huntsville Engineering Division

1:09 PM

<b>Project No.</b>					
<b>Project Name</b> Old Hwy 20 Widening - Segers to Co. Line (\$5.85M Constr. Budget)					
<b>Description</b> Road Widening Design from 2-lane to a 5-lane Rd. Section					
<b>Scope of Work</b> Checklist Categorical Exclusion for Only 1 Preferred Alignment					
<b>Project Length</b> 1.9mi. main rd + 0.28mi. side rd:					
<b>C.O.H. Project Engineer</b>					
<b>Engineering Consultant</b> Johnson & Associates Consulting Engineers, LLC					
<b>Out-of-pocket Expenses (Corridor Study)</b>					
<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets per Set</b>	<b>Total Sheets</b>	<b>Cost per Sheet</b>	<b>Total</b>
Preliminary Maps, Alternates, Typ. X-Sections, etc.	1	75	75	\$ 0.50	\$ 37.50
Working drawings, reports, alignments, etc.	1	75	75	\$ 0.50	\$ 37.50
Copies of materials for Prel. Mtgs with COH	1	75	75	\$ 0.50	\$ 37.50
Public Involvement/Corridor Hearing Map	1	2	2	\$ 70.00	\$ 140.00
Draft of Checklist CE Document - 2 reviews/revisions	10	150	1500	\$ 0.50	\$ 750.00
Final Checklist CE Doc & copies for all parties	8	150	1200	\$ 0.50	\$ 600.00
<b>Total Printing/Reproduction C</b>					<b>\$ 1,602.50</b>
<b>Communication Cost (telephone, fax, etc.)</b>					<b>Total</b>
					<b>\$ 25.00</b>
<b>Postage Cost (overnight, stamps, etc.)</b>					<b>Total</b>
					<b>\$ 100.00</b>
<b>Other (provide description on next line)</b>					<b>Total</b>
Flagging, mileage to ALDOT Mgmry, etc.					<b>\$ 400.00</b>
<b>Total Out-of-pocket Expenses</b>					<b>\$ 2,127.50</b>
<b>Comments:</b>					



11/19/2012

## City of Huntsville Engineering Division

1:09 PM

<b>Project No.</b>			
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<b>C.O.H. Project Engineer</b>			
<b>Engineering Consultant</b> Johnson & Associates Consulting Engineers, LLC			
<b>Fee Proposal (Corridor Study)</b>			
<b>PERSONNEL COST</b>			
	<b>Man-days</b>	<b>Daily Rate @ 8hrs/day</b>	
Project Engineer	8.25	\$ 980.00	\$ 8,085.00
Design Engineer	11.75	\$ 920.00	\$ 10,810.00
Engineer Tech. / CADD	10.00	\$ 680.00	\$ 6,800.00
Clerical	7.00	\$ 400.00	\$ 2,800.00
	<b>Sub-Total</b>	<b>\$</b>	<b>28,495.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
TerraXploration - Archaeological & Historical Architectural Study		\$	8,024.00
ATS Environmental - T&ES Study and Wetland Delineations		\$	2,170.00
OMI - Air/Noise Testing and Analysis		\$	4,047.00
OMI - Ph. 1 Environmental Site Assessments Only		\$	-
Supplemental agrmnt needed for add'l hazmat testing/investigation		\$	-
Supplemental agrmnt needed for any mitigation plans		\$	-
Subconsultant Administration Expense (5%)		\$	712.05
	<b>Sub-Total</b>	<b>\$</b>	<b>14,953.05</b>
<b>TOTAL LABOR</b>			
		<b>\$</b>	<b>43,448.05</b>





# OMI, Inc.

November 12, 2012

Johnson and Associates  
1218-B Church Street  
Huntsville, AL 35801

ATTN: Mr. Tom Cunningham

SUBJECT: Proposal for  
Noise and Air Study  
Old Highway 20  
West of Seger to County Line Road  
Huntsville, Alabama  
OMI Proposal No. P-3973A

Gentlemen:

OMI, Inc., is pleased to submit this Proposal to provide Noise and Air studies for proposed improvements to Old Highway 20 in Huntsville, AL. This Proposal documents our understanding of the project and defines the scope of work, completion schedule, fee estimate, and contract general conditions. Please review this document and sign and return the Work Authorization Sheet to complete our file and as our formal authorization to proceed.

## **PROJECT INFORMATION**

OMI understands that the City of Huntsville plans to design and construct the widening of Old Highway 20 with the possible use of federal funds. The road widening will begin about 1200-ft west of Seger Road and extend east about 1.9 miles to County Line Road. The present concept is to widen the present two lane road to five lanes. OMI anticipates the study corridor will include 200-ft of proposed right of way, which includes 100-ft north and south of the existing road.

Johnson and Associates  
OMI Proposal No.P-3973A  
November 9, 2012  
Page 2

### **SCOPE OF SERVICES**

OMI, Inc. will perform a noise impact analysis to predict noise levels for the current year and for the no build and build scenarios in the design year. OMI will use TNM 2.5 to model noise levels for evaluation for Noise Abatement Criteria. Should impacts be modeled, appropriate noise abatement measures, such as noise barriers, will be evaluated. OMI will provide a final report of the findings to ALDOT standards.

As part of the air analysis, OMI, Inc. will use MOBILE6 or equivalent to determine free flow emission factors for carbon monoxide. These factors combined with project details will be evaluated by OMI using CAL3QHC or equivalent to estimate worst case carbon monoxide concentrations for the proposed improvements. OMI will provide a final report of the findings to ALDOT standards.

OMI will require the following items to complete these studies:

- Project CAD drawing
- Traffic data with turning movements
- Typical Section - All Alternatives
- Right of Way Requirements for Improvements
- Relocation Analysis

### **SCHEDULE**

Based on our present schedule, OMI anticipates this work can be completed and a report submitted in about six to seven weeks of receiving authorization to proceed and the required information.

OMI, Inc.

Johnson and Associates  
OMI Proposal No.P-3973A  
November 9, 2012  
Page 3

**FEE ESTIMATE**

OMI will provide the outlined scope of services for noise and air studies for the proposed project the site for an estimated fee of \$4,047.00. We will not modify our scope of work or exceed the specified budget without your prior approval.

**AUTHORIZATION**

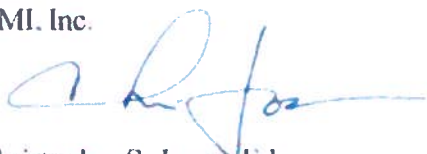
To complete our records and confirm that the scope of work described is in accordance with your needs, please execute and return one copy of this contract with the attached Work Authorization Sheet. Please note any special instructions or information such as billing or site access requirements on the Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this contract.

\* \* \* \* \*

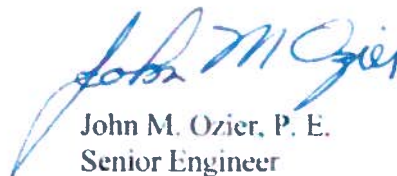
OMI, Inc., appreciates the opportunity to provide these services to you. Please direct any questions regarding this letter to the undersigned.

Respectfully submitted,

OMI, Inc.



Christopher S. Jones, E.I.  
Staff Engineer



John M. Ozier, P. E.  
Senior Engineer

Distribution: 1 Copy to Addressee via Email

Attachments: General Conditions  
Work Authorization Sheet  
Site Access

**OMI, Inc.**

# PROPOSAL

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## AST Environmental

98 Mark Selby Pvt. Dr.  
Decatur, AL 35603  
Phone: (256) 476-7355

November 9, 2012  
JS12-125r1

**TO:** Johnson and Associates  
1218 Church Street  
Huntsville, Alabama 35801

**ATTENTION:** Nathan Johnson

**RE:** Environmental Consulting Services for  
Proposed Widening of Old Highway 20 (approximate 1.9 mile segment)  
Wetlands and Protected Species Assessments  
Limestone County, Alabama

Mr. Johnson:

AST Environmental (AST) is pleased to present this proposal for environmental services for the referenced project. Per our previous discussions, AST proposes to perform an environmental survey along Old Highway 20 beginning at a point 1,200 feet of Segers Road and terminating at County Line Road. The survey corridor will be centered on Old Highway 20, extending 150 feet north and 100 feet south of the existing centerline. Our proposed scope of services, fees, schedule, and authorization process are discussed below.

### **SCOPE OF SERVICES**

#### **Wetlands Assessment / Delineation**

The Wetlands Assessment will consist of a combination of published information review, field investigation, report of findings, and verification by the US Army Corps of Engineers. Published information review will include an assessment of available information such as U.S.G.S. topographic maps, U.S.D.A. Natural Resources soil survey reports, and other local information.

AST will then conduct a field assessment, using the "Routine On-Site Determination Method" as defined in the *1987 USACE Wetlands Delineation Manual*. This technique uses a multi-parameter approach for defining wetlands, which requires positive evidence of three criteria:

- A Prevalence of Hydrophytic Vegetation
- Hydric Soils
- Wetland Hydrology

AST will field delineate and mark wetland boundaries with plastic surveyor's tape and/or pin flagging. AST will also use a hand held global positioning system (GPS) unit to mark the locations of delineation flagging for use by surveying crews.



**Protected Species Habitat Assessment**

The U.S. Department of the Interior, Fish and Wildlife Service (USFWS) lists the following species for Limestone County, Alabama:

Pink mucket (pearlymussel) ( <i>Lampsilis abrupta</i> )	Endangered
Littlewing pearlymussel ( <i>Pegias fabula</i> )	Endangered
Rough pigtoe ( <i>Pleurobema plenum</i> )	Endangered
Spectaclecase (mussel) ( <i>Cumberlandia monodonta</i> )	Endangered
Cracking pearlymussel ( <i>Hemistena lata</i> )	Endangered
Snuffbox mussel ( <i>Epioblasma triquetra</i> )	Endangered
Sheepnose Mussel ( <i>Plethobasus cyphus</i> )	Endangered
Slackwater darter ( <i>Etheostoma boschungii</i> )	Threatened
Boulder darter ( <i>Etheostoma wapiti</i> )	Endangered
Indiana bat ( <i>Myotis sodalis</i> )	Endangered
Gray bat ( <i>Myotis grisescens</i> )	Endangered
Anthony's riversnail ( <i>Athearnia anthonyi</i> )	Endangered
Armored snail ( <i>Pyrgulopsis (=Marstonia) pachyta</i> )	Endangered
Slender campeloma ( <i>Campeloma decampi</i> )	Endangered

AST will perform a protected species habitat assessment in order to determine the presence or absence of suitable habitat for protected species listed for Limestone County within the survey corridor. AST's assessment will consist of obtaining information from the USFWS database and other published documents, as well as a field investigation. The habitat assessment will include a botanical survey of floral communities within the survey perimeter. Floral communities will be photo-documented and dominant plant species will be identified and listed in the report of findings. If the habitat assessment occurs within a timeframe appropriate for identifying the two listed plant species known to occur in Limestone County, appropriate habitat types will be examined for the presence of said species. A report of findings will then be submitted to the USFWS for concurrence.

**ESTIMATE OF FEES**

AST proposes to complete the tasks outlined in the scope of services section of this document for a lump sum fee of \$2,170.

**SCHEDULE**

AST expects that this project can be completed within 90 days of receiving authorization. Agency response will be dependent upon specific schedules of each agency, but are expected within 30 - 90 days of submittal.

**AUTHORIZATION:**

In order to authorize this project, please complete the attached project authorization sheet and return by email to: [selby@astenv.net](mailto:selby@astenv.net) or postal service to: 98 Mark Selby Pvt. Dr. Decatur, AL 35603.

AST sincerely appreciates the opportunity to provide you with these services. Please feel free to call should you have further questions. I can be reached at (256) 476-7355.

Sincerely,

**AST Environmental**



Jeff Selby, M.S.  
Member / Senior Biologist



# TERRAXPLORATIONS, INC.

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*Leading the Future in Recording America's Past*

November 9, 2012

Nathan G. Johnson, PE, LS  
President  
Johnson & Associates, Inc.  
1218 Church Street  
Huntsville, AL 35801

Re: Cost proposal for a Phase I Cultural Resources Survey of 1.9 miles along Old Hwy 20 East of Beaverdam Creek to County Line Road, Limestone County, Alabama

Dear Mr. Johnson:

Per your request for a bid for a Phase I Cultural Resources Survey of 1.9 miles along Old Hwy 20 East of Beaverdam Creek to County Line Road, Limestone County, Alabama, I am providing the following information:

TerraXplorations, Inc. (TerraX) specializes in cultural resource management and archaeological and architectural research. Our staff has successfully performed thousands of individual cultural resource contracts, ranging from small reconnaissance surveys up to full-scale archaeological and architectural mitigations across the United States. TerraX provides cultural resources services to federal and state agencies and private entities.

TerraX can provide a qualified team for a cultural resources survey, estimated to require eight (8) days for the background research and fieldwork phases and two (2) weeks for the analysis and report preparation phases. A report of findings will be prepared and submitted fully describing the conduct, results, and recommendations of the investigation. All components of the study will comply with the standards set by the Alabama Historical Commission.

TerraX can provide all necessary personnel and equipment to conduct the investigation for a lump sum total of **\$8,024.00**. We can initiate work within five (5) days of a written notice-to-proceed. We appreciate the opportunity to provide this bid. Please feel free to contact me at 256-307-0034 should you have any questions or need for additional information.

These services do not include any kind of mitigation plan. If our studies discover any archaeological sites or significant historic structures that require a mitigation effort, additional supplemental or extra service charges will be necessary.

Thank you for the opportunity to bid on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Pearce", is written above the printed name.

Kenny Pearce  
Owner, Archaeologist

128 Buena Vista Circle Alex City, Alabama 35010  
Phone (256) 307-0034

[www.terraxplorations.com](http://www.terraxplorations.com)

**Scope of Work for a Phase I Cultural Resources Survey  
of 1.9 miles along Old Hwy 20 East of Beaverdam Creek to County Line Road,  
Limestone County, Alabama**

The cultural resources scope of work for a Phase I Cultural Resources Survey of 1.9 miles along Old Hwy 20 East of Beaverdam Creek to County Line Road, Limestone County, Alabama includes three initial steps: background research, meetings with SHPO, and a Phase I cultural resources survey.

***Background Research.***

The background research would be conducted before the Phase I survey. This aspect would include an examination the State Archaeological site files, previous survey data from the Alabama Historical Commission, county soil survey maps, and other local historic information typically available at the local county court house.

This research will help our archaeologists and architectural historians in the planning stages leading up to the actual cultural resources survey. This phase will take approximately two days.

Prior to this bid, we conducted some preliminary research of the area. Alabama State Site Files search revealed a total of 5 previously recorded sites situated within the proposed project ROW. These sites include 1LI479, 1LI480, 1LI481, 1LI482, and 1LI483. They consist mostly of 19<sup>th</sup>/20<sup>th</sup> century occupations and unknown aboriginal scatters. Site 1LI483 did contain a Kirk point dating it to the Archaic period. All are considered ineligible for the NRHP.

Historic Map Research revealed approximately 10 structures that no longer exist (according to the 1975 Greenbrier topographic quadrangle) were shown within or adjacent to the project area on the 1938 Greenbrier topographic quadrangle.

Approximately 8 structures were identified within or adjacent to the project area that are depicted on both the 1938 and the 1975 (photorevised 1992) topographic quadrangles. Any of these structures that are still present today would have to be accessed.

***Archaeological Survey.***

We propose that the survey use a combination of linear transects and walkover examinations. Subsurface testing, in areas of high potential for archaeological deposits, will be conducted along two shovel-test transects. These transects will be aligned along either side of the existing highway and shovel tests will be dug every 30-meters, although this will vary based on terrain. Subsurface tests in areas of low site potential will be performed on a 100-meter judgmental basis. All areas will be visually inspected.

Based on current information, we project 205 shovel tests will be required to be excavated during the survey. Each shovel test that is excavated will be screened through ¼" hardware mesh screens and all cultural material will be collected and recorded by individual provenience.

Because of the number of shovel tests that will be required to examine this area, we estimate the cultural resource survey will be complete in three days.

Each shovel test or collection of shovel tests containing cultural material will be further examined and additional shovel tests will be dug around those positive tests. These additional tests will be dug 10 to 15 meters in distance from the original positive test in the cardinal directions. This will continue until two negative shovel tests are recorded. By doing this, the boundaries of an archaeological site or isolated find will be defined. Our initial research has identified a number of potential archaeological and historic homesites within the right-of-way. Each of these potential sites will be delineated. We estimate site delineation will require an additional four (4) days of field investigations.

The end result of the survey will be that all sites and isolated finds will be defined on a map including central location of the site and the furthest extent of each locus within the project right-of-way. In addition, each site will be evaluated, based on material collected and research potential, for the National Register of Historic Places (NRHP). If a site is listed as ineligible for listing in the NRHP, then construction can proceed. If, however, a site is listed as potentially eligible, then either the site would need to be avoided or further archaeological investigation would be necessary.

In addition, our architectural historian will be examining any buildings, structures, or landscapes impacted by the proposed expansion (this would include visual impacts, although the likelihood is rather low). The actual examination will be conducted at the same time as the archaeological survey. The results and recommendations will be discussed in a meeting with the SHPO prior to submitting a report.

#### ***Laboratory Analysis and Report Preparation.***

Laboratory processing will consist of the cleaning, cataloguing, stabilization (if required), packaging, and temporary storage of the artifacts recovered. Artifact analysis will involve morphological and functional classification of artifacts and, if possible, establish temporal and cultural affiliations.

The survey and results will be submitted in a report exceeding the standards for archaeological reporting as defined by the Alabama Historical Commission (AHC). This report will be submitted to the client for initial comment and after approval the report will be submitted to the AHC for review and comments.

An Alabama State Site File (ASSF) form will be completed for all archaeological and historic resources identified during the survey. Updated ASSF forms will be prepared for previous recorded sites and resources, where required.

To complete the laboratory analysis and report phase an additional two weeks will be required.

We can begin the background research and fieldwork within five days of a written notice-to-proceed. In total, the project will last for four weeks. TerraX can provide all personnel and equipment required to conduct this project for a fixed fee of \$ 8,024.00.

If the area of survey or the methods required are reduced, the budget could also be reduced.

These services do not include any kind of mitigation plan. If our studies discover any archaeological sites or significant historic structures that require a mitigation effort, additional supplemental or extra service charges will be necessary.

**ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM****CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM****A. General Information.** Please provide the following information:

- Legal name(s): Johson & Associates Consulting Engineers, LLC
- Doing business as (if applicable): \_\_\_\_\_
- City of Huntsville current taxpayer identification number (if available): 155775  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable:

Type of Ownership (check appropriate box)	Entity I. D. Number <sup>1</sup>	Formation Documents (if required see footnote 2 below) <sup>2</sup>	Immigration Law Applies	Individuals Who Must Be Verified Under Immigration Law
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
<input type="checkbox"/> Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
<input type="checkbox"/> Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, <u>unless not a Registered LLP</u>	Each partner of a Non-Registered LLP if an individual
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number: <u>27-1867575</u>	Formation Documents	No	Not Applicable
<input type="checkbox"/> Corporation	Number: _____	Formation Documents	No	Not Applicable
<input type="checkbox"/> Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

- C. Immigration Law.** Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

<sup>1</sup> **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

<sup>2</sup> **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.



**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.
7. City of Huntsville Regulations and Technical Guidelines for Stormwater Management, Huntsville Stormwater Management Manual, 1991.



**ATTACHMENT 4**  
**DESIGN REVIEWS**

**0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

**CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

**ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

**DISCUSSION TOPICS :**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

## **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

**CONFERENCE FORMAT**

**ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

**DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
8. Detailed preliminary construction cost estimate shall be submitted.
9. Results of geotechnical investigations shall be submitted.
10. A list of comments made at the 30% review and a summary of each resolution.
11. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, (if required), Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
2. A list of comments made at the 60% review and a summary of each resolution.
3. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and “standard” weights used
  - Final “calculated” amount and any “increased” amounts
  - Notes to include any deviation from referenced standard specifications
4. Two (2) sets of complete construction drawing prints sized 24” x 36” sealed and marked “90% COMPLETE”. Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
5. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11” x 17”.

7. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "90% COMPLETE". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
8. One (1) Micro station digital file of right-of-way drawings.
9. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
10. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
11. One (1) print copy of Final Construction Cost Estimate.
12. One (1) digital spread sheet file of Final Construction Cost Estimate.
13. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
14. One (1) digital spread sheet file (Excel 2003format) of Final Bid Quantities.
15. Two (2) print sets of contract specifications.
16. One (1) digital text file of contract specifications.
17. One (1) complete set of signed and sealed calculations.
18. One (1) complete set of all approved permits.
19. One (1) complete set of all field notes.
20. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
21. Utility Project Notification forms and a list of all utilities that need to be contacted.



**ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE****STANDARD SCHEDULE OF HOURLY FEES**

Johnson and Associates

Effective: Oct. 1, 2012 to Sept. 30 2013

PERSONNEL DESCRIPTION		HOURLY AMOUNT (\$ Range)
<b>Surveying &amp; Engineering:</b>		
Surveyor I	Survey Technician (Rodman)	\$40
Surveyor II	Survey Technician (Instrumentman)	\$55
Surveyor III	Junior Party Chief	\$70
Surveyor IV	Survey CAD Technician	\$75
Surveyor V	Senior Party Chief	\$85
Surveyor VI	Survey Manager	\$125
Surveyor VII	Principal Surveyor	\$145

Engineer I	Engineering Student/Part-Time Intern	\$55
Engineer II	Entry-Level Engineering Intern	\$65
Engineer III	Design Engineering Intern	\$75
Engineer IV	Project Design Engineer	\$85
Engineer V	Project Design Engineer	\$100
Engineer VI	Senior Project Engineer	\$115
Engineer VII	Senior Managing Engineer/Project Manager	\$130
Engineer VIII	Principal Engineer	\$145

<b>Technical &amp; Inspection:</b>		
Technician I	Entry-Level CAD Technician Intern	\$50
Technician II	Junior Engineering CAD Technician	\$60
Technician III	Engineering CAD Technician	\$70
Technician IV	Engineering CAD Technician	\$75
Technician V	Senior Engineering CAD Technician	\$80

Inspector I	Periodic Observation/Junior Inspector	\$80 - \$100
Inspector II	Resident Inspection/Junior Inspector	\$70 - \$90
Inspector III	Periodic Observation/Senior Inspector	\$115
Inspector IV	Resident Inspection/Senior Inspector	\$105

<b>Administrative / Secretarial</b>	\$50
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<b>Survey Crew:</b>	
Two-Man Survey Crew	\$135
Three-Man Survey Crew	\$175
Four-Man Survey Crew	\$215

<b>Subcontract Services</b>	Cost Plus 10%
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<b>Direct Expenses</b>	Cost Plus 10%
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These rates will remain in effect through the duration of the contract

5%  
112g  
5%

## **ATTACHMENT 6 - PROGRESS REPORT**

**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **MILESTONE SUBMITTALS**

### **SCHEDULED DATE**

### **ACTUAL DATE**

30%

\_\_\_\_\_

\_\_\_\_\_

60%

\_\_\_\_\_

\_\_\_\_\_

90%

\_\_\_\_\_

\_\_\_\_\_

100%

\_\_\_\_\_

\_\_\_\_\_

"FINAL" INVOICE SUBMITTED

SUBCONSULTANTS PAID IN FULL

CONTRACTED COMPLETION DATE: March 7, 2013

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
CONSULTANT DATE

\_\_\_\_\_  
CITY PROJECT ENGINEER DATE

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
OMI, Inc. 5151 Research Drive NW Huntsville, AL 35805	Noise and Air Study	\$3,844.65
AST Environmental 98 Mark Selby Pvt. Dr. Decatur, AL 35603	Environmental Consulting Services	\$2,061.50
TerraXplorations, Inc. 128 Buena Vista Circle Alex City, AL 35010	Cultural Resources Study	\$7,622.80
	<b>SUB-TOTAL</b>	\$13,528.95
	<b>5% Administrative Fee</b>	\$712.05
	<b>TOTAL</b>	\$14,241.00

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.6
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.3
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 4	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90%	3	Attachment 4

		review.		
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review	Reference Real Estate Division Plan Requirements	Attachment 4 and 14
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review	1	Attachment 4
Digital copy of drawings.	Project Engineer	90% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	90% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	90% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	90% complete.	1	Attachment 4
Field notes.	Project Engineer	90% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	90% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 6

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2007 format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping". <http://140.194.76.129/publications/eng-manuals/em1110-1-1000/toc.htm>



**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to **YOU** starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

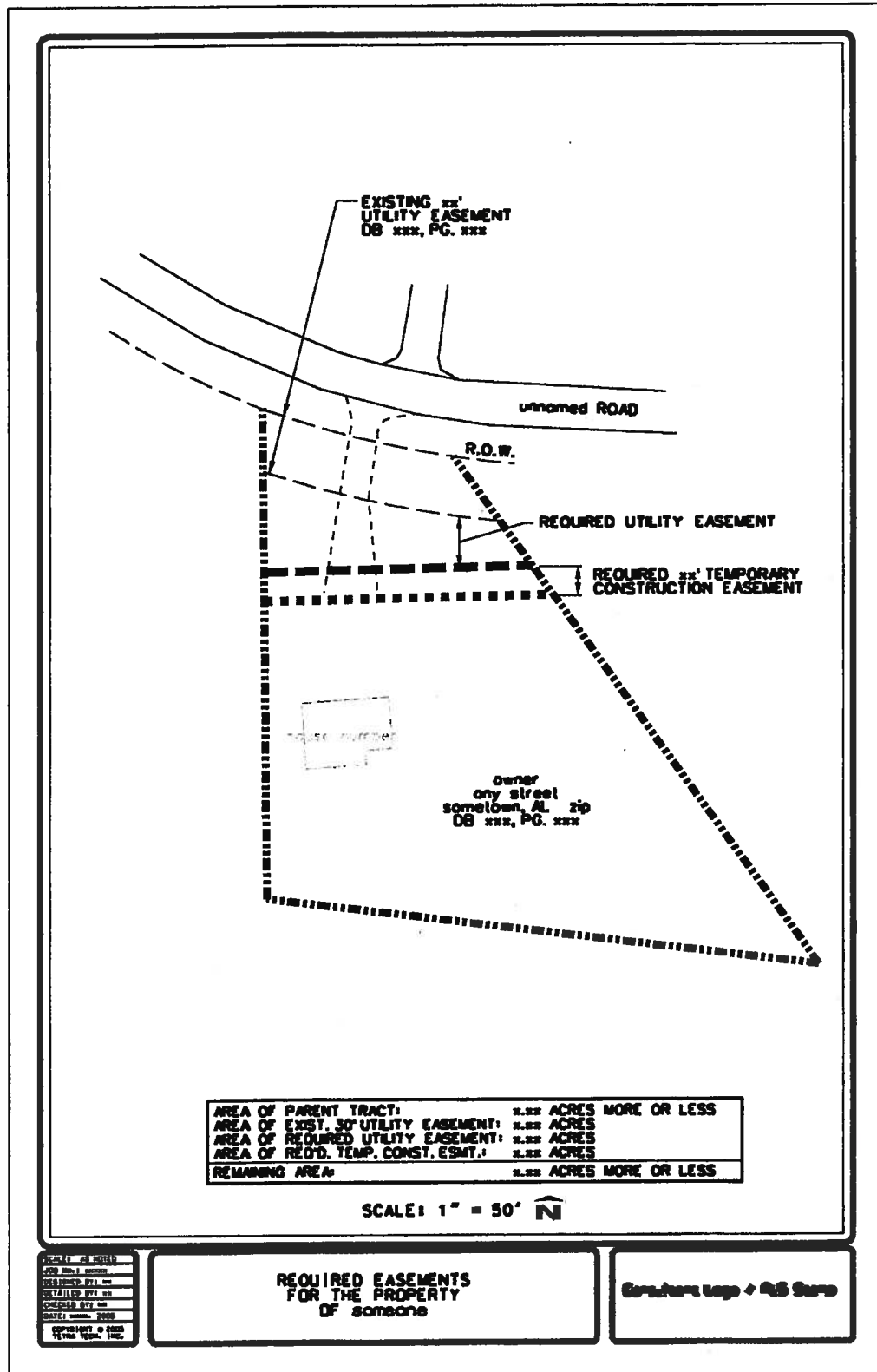
BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE SHEET		PROJECT NAME AND INFORMATION		HUNTSVILLE ALABAMA	
<div style="display: flex; justify-content: space-between;"> <div> <p>CONSTRUCTION PLANS FOR</p> <p><b>PROJECT NAME</b></p> <p><b>PROJECT INFORMATION</b></p> </div> <div> <p>FOR THE</p> <p><b>CITY OF HUNTSVILLE</b>  <b>HUNTSVILLE, ALABAMA</b>  <b>(PROJECT NO. XXXXXXXX )</b></p> </div> </div>		<p><b>SAMPLE STANDARD DRAWING FORMAT</b></p>		<div style="display: flex; align-items: center; justify-content: center;"> </div>	
<p><b>HUNTSVILLE</b>  The Star of Alabama</p>		<p><b>INDEX OF DRAWINGS</b></p>		<p><b>TITLE</b></p>	
<p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>		<p>REEL NO.</p>		<p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	

**ATTACHMENT 12**  
**SAMPLE**



## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## **ATTACHMENT 14**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

##### **Color Standards**

*(SAMPLE)*

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 15 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			



40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						